

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA), REGION VIII
AND
LINCOLN COUNTY MONTANA

This Agreement (~~*Agreement*~~) is entered into between the United States Environmental Protection Agency (~~*EPA*~~) and Lincoln County (~~*County*~~), a Political Subdivision of the State of Montana, collectively referred to as the "Parties." The purpose of this Agreement is to memorialize the mutual promises and obligations of each party regarding disposal of asbestos containing material (~~*ACM*~~) from EPA's Libby, Montana, removal project in the County landfill. By signing this Agreement, it is the intent of the parties to settle a dispute concerning payment for ACM already deposited in the County landfill and establish a new agreement for future disposal of such materials in the County landfill.

1. History. Vermiculite has been mined in Libby, Montana, for almost a century, resulting in asbestos contamination around the Libby area. Extensive sampling and study by EPA Region VIII led to the conclusion that cleanup of the asbestos contamination was necessary. Since 2003, property inspections have been conducted in Libby; the process of removing contaminated materials continues. These materials require proper disposal. The County owns a state-licensed solid waste landfill within the EPA project area at Libby. In order to support asbestos disposal needs from the project, EPA reached an agreement with the County to construct a cell at the County landfill for asbestos disposal (~~*asbestos cell*~~). EPA constructed the asbestos cell in accordance with the April 2, 2001, Final Conceptual Landfill Cell Design Report.

2. References.

a. Memorandum of Agreement, dated May 29, 2003, between the EPA and the County, establishing the original agreement between the parties concerning disposal of ACM at the County landfill. The original contract for asbestos disposal, administered by the U.S. Department of Transportation's Volpe Center (~~*Volpe Center*~~), was attached to the 2003 Memorandum of Agreement.

b. Contract Number DTRT57-08-D-30009, dated June 19, 2008, between the Volpe Center and Lincoln County Solid Waste, for disposal of asbestos-contaminated soil and debris.

c. Conceptual Landfill Cell Design Report, dated April 2, 2001, prepared by the Volpe Center's Environmental Engineering Division.

3. Dispute. The following is a summary of the dispute settled by this Agreement.

a. The Volpe Center administered two consecutive contracts, one signed in 2003 and one in 2008, with the County for disposal of ACM. Both contracts were commercial item purchase orders for five-year terms and included a unit price of \$24.00 per cubic yard of "asbestos contaminated soils and debris" to be paid to the County.

b. Under the terms of the 2003 Memorandum of Agreement and the 2003 and 2008 commercial item purchase orders, the Volpe Center made payment to the County for the years 2003 through 2008 based on the surveyed difference in volume (by cubic yards) of space occupied by disposed material in the landfill.

MJB (orc)
6/7/11

John
ENF-1
6/9/11

Lee Zyzard
ENF-RC
6.14.11

ENF-RC
6/15/11

Bruce
ENF-5
6/16/11

Steve
06/15/11
EPR-ER

c. Starting in the Fall of 2009, the United States Army Corps of Engineers and its Contractors, including Project Resources, Inc. (~~PRI~~) and Honuapo Facilities Services, LLC (~~HFS~~) began performing work for EPA at the Libby project site. In 2010, PRI attempted to negotiate a purchase order agreement with the County for asbestos disposal based on the rates established in the 2008 commercial item purchase order agreement between the Volpe Center and the County. The County did not agree to PRI's purchase order agreement, and submitted a counteroffer to PRI. The County and PRI never signed a purchase order agreement.

d. Starting in 2010, EPA and the County disagreed upon the proper interpretation of the 2008 commercial item purchase order regarding the proper method of calculating payments to the County for landfill space. EPA alleges that the County was to be paid at a rate of \$24.00 per cubic yard of "asbestos contaminated soils and debris," which according to EPA, did not include payment for the volume taken up by cover material.

e. By letter dated February 17, 2011, EPA sent a check in the amount of \$78,154.24 to the County to pay for disposal of ACM at the County landfill during 2010. At that time, disposal costs were calculated as follows: First, the amount of volume occupied by materials from non-EPA sources (such as materials from Lincoln County, Libby City, and Lincoln County Port Authority), and cover associated with such deliveries, was subtracted from the total surveyed volume for 2010; second, the amount of volume (compacted) attributable to cover material utilized to cover ACM disposed of from EPA sources was subtracted; third, the remaining EPA volume (in cubic yards) was then multiplied by \$24.00 per cubic yard; and finally, the operating costs incurred from non-EPA disposals were subtracted. The County rejected the \$78,154.24 payment, alleging that the County was owed \$24.00 per cubic yard of landfill volume used for disposal from EPA sources, including the volume occupied by cover material for such deliveries, as had been the practice prior to 2010.

f. Following the exchange of several letters and emails between the Parties, the County and EPA did not reach agreement on the amount owed for disposal in 2010, or several other issues related to future disposal at the site. The County alleged that under the 2008 commercial item purchase order agreement, the County was to be paid \$24.00 per cubic yard of "asbestos contaminated soils and debris," including payment for the volume taken up by cover material. The County also asserted ownership of the cover material and requested reimbursement for the use of the cover material by the EPA at the asbestos cell. Finally, the County alleged that project contractors working for EPA under contracts administered by the Corps of Engineers are not authorized to dispose of project materials in the County landfill pursuant to the 2008 disposal contract administered by the Volpe Center.

g. On April 18, 2011, through its attorney, the County sent letters to both the EPA and HFS-PRI expressing its intention to file a civil lawsuit for trespass and conversion against the contractors working on the project. If the dispute between the parties was not resolved.

4. Agreement of the Parties. The Parties wish to resolve the present dispute surrounding payment of landfill disposal costs for 2010 and all prior years, including additional monies owed and any and all disputed claims arising therefrom, by way of settlement and compromise upon

the terms and conditions set forth below. The Parties also wish to define the terms under which EPA and any entity working on behalf of the EPA will dispose of materials in the County's asbestos cell under a 5-year contract. In consideration of the mutual promises, covenants and agreements set forth below, the sufficiency of which is hereby expressly acknowledged, the Parties hereby agree and stipulate as follows:

a. Payment of costs related to disposal of EPA ACM for 2010 will include payment for the landfill space occupied by cover material, consistent with payments made in past years. The EPA will pay the County \$131,072.24 U.S. dollars in full satisfaction of any and all monies owed for 2010, and any previous years, for disposal in the County's landfill. The method of calculating the payment is shown at Attachment A.

b. The County agrees to enter into a 5-year commercial item purchase order contract administered by the Corps of Engineers on behalf of the EPA, for disposal of ACM at the County landfill, according to the following terms:

1. The County explicitly agrees to grant access to the asbestos cell during normal business hours to EPA, the Corps of Engineers or other Government Agencies working on behalf of EPA, EPA's Contractors, the Corps of Engineers' Contractors, and any Contractors working for any Government Agency on behalf of the EPA. Reasonable access outside of normal business hours will be granted in the case of an emergency and arranged through the County.

2. Payment of costs related to disposal of EPA ACM under the 5-year commercial item purchase order contract will be calculated based on the surveyed difference in volume (by cubic yards) of space occupied in the landfill. The baseline survey will be the November 2010 topographic map by Kootenai Surveyors, Inc, shown at Attachment B. The EPA's costs will then be calculated in the following three step process: First, the amount of volume occupied by ACM from County authorized sources will be calculated. The County shall report the amount of County authorized ACM to the EPA, based on the volume of non-EPA ACM it authorizes for disposal, multiplied by a 0.79 compaction factor. Next, the amount of qualifying cover material utilized by the County will be determined. The EPA will use its best efforts to coordinate the County's disposal of ACM in the asbestos cell with the EPA's disposals so that EPA incurs no additional costs for daily cover material, management, or otherwise. If the County and EPA disposals cannot be so coordinated, the County will add the amount of cover material associated with its deliveries to its reported volume of County authorized ACM (calculated using a volume ratio of 1.0 : 0.934 which represents 0.934 CY of cover material for every 1.0 CY of compacted ACM). Additionally, if County disposals increase the size of the daily footprint of total disposed ACM, requiring additional cover material, the County will be informed of the amount of additional cover required on a daily basis, and will also add this amount (calculated as described above) to its reported volume. The total amount of County authorized ACM will then be subtracted from the total surveyed volume; Second, the remaining EPA volume will be multiplied by the total volume (in cubic yard) of landfill space occupied by \$27.00 per cubic yard; Third, the operating costs incurred by the EPA from non-EPA disposals will be subtracted whenever EPA and County disposals cannot be coordinated. Materials from non-EPA sources of ACM that are of a *de minimis* amount (defined as no greater than 40 cubic yards per week, based on delivery manifests) will be deducted from the volume/cost calculation. However, the

operating costs associated with disposal of these materials will not be deducted based on deliveries of such *de minimis* amounts of ACM regardless of whether EPA and County disposals were coordinated.

3. The parties agree that the initial capacity of the asbestos cell was approximately 116,000 cubic yards, of which approximately 46,652 cubic yards had been used by the end of 2010, leaving approximately 69,554 cubic yards of available space at the asbestos cell of the County landfill. The County agrees that EPA, and any entities working on its behalf, may utilize up to 50,000 cubic yards of the volume remaining in the asbestos cell, while leaving at least 10,000 cubic yards for the County's use. If the 50,000 cubic yards remain unused by the EPA at the expiration of the 5 year commercial item purchase order contract described in paragraph 4b of this Agreement, such space will revert to the County for its use unless a subsequent, mutually agreeable, commercial item purchase order contract is entered into between the parties.

aw? c. The parties agree to operate the asbestos cell in a cooperative effort, according to the terms of the Original Memorandum of Agreement dated May 29, 2003, as modified and reincorporated into this Agreement at Attachment C. These terms will govern operation of the asbestos cell at the County landfill and disposal of ACM from the EPA removal project

d. The County and the EPA mutually release each other and their respective officers, employees, and attorneys, from any and all debts, losses, damages, costs, expenses, liabilities, claims, lawsuits, proceedings and causes of action, known or unknown, whether direct or indirect that they may have had or may now have against each other arising out of or relating to the dispute settled by this Agreement. The County similarly releases HFS-PRI conditional upon (1) HFS-PRI's delivery of the agreed upon \$131,072.24 payment to the County, on behalf of the EPA, for 2010 disposal costs and (2) HFS-PRI releasing the County as EPA has herein released the County at the time the payment is delivered.

e. Nothing herein shall prohibit the EPA from disposing of ACM at other waste disposal facilities.

f. This Agreement represents the entire agreement between the Parties relating to the dispute and the terms of this Agreement are contractual in nature. This Agreement supersedes any and all prior oral and written agreements and understandings; no representation, warranty, condition, understanding or agreement of any kind shall be relied upon by the Parties unless incorporated herein. This Agreement may not be modified, interpreted, amended, waived, or revoked except by a writing signed by all Parties or their attorneys.

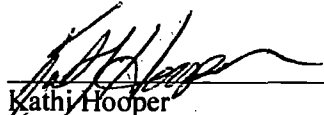
g. The Parties warrant to each other that they have full power and legal authority to compromise and release all claims which have been asserted or could have been asserted under this Agreement. The parties further warrant that they are duly authorized to enter into and execute this Agreement on behalf of the entities on whose behalf they are signing.

h. This Agreement may be executed in two or more identical original counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. After this Agreement has been executed in counterparts, the signature pages may be

consolidated or added to one copy of the Agreement, which shall thereafter be treated as the fully executed copy of this Agreement.

i. The Parties agree that facsimile or scanned signatures on this Agreement transmitted in an electronic format shall be binding and effective for all purposes and shall be treated the same as original signatures on the original documents.

j. This Agreement shall be governed and construed in accordance with Federal Law.



Kathi Hooper
Director
Lincoln County Environmental Health

Carol L. Campbell
Assistant Regional Administrator
Office of Ecosystems Protection and Remediation

DATE: 6-1-11

DATE: _____

ATTACHMENT A

The payment for 2010 will be calculated based on the surveyed difference in volume (in cubic yards) of space occupied in the landfill. The cost will then be calculated by first subtracting the amount of volume occupied by materials from non-EPA sources (such as materials from Lincoln County, Libby City, and Lincoln County Port Authority), along with cover material associated with such deliveries, then multiplying the total volume (in cubic yards) of landfill space occupied by \$24.00 per cubic yard, and then subtracting the operating costs incurred by the EPA from non-EPA disposals. The total amount to be paid by EPA to the County for 2010 is \$131,072.24, as calculated below:

Total 2010 Volume Change by Survey for the Asbestos Cell: (June Survey = 6073 CY; November Survey = 2352 CY)	8425 CY
Cover Material Volume Utilized Prior to the June Survey (loose):	4070 CY
EPA ACM Deposited in Asbestos Cell:	4355 CY
Non-EPA ACM Deposited in Asbestos Cell: (As determined by Waste Shipment Records)	1081 CY
Non-EPA ACM Cover Material: (Based on total volume ACM:cover ratio of 1.0 to 0.934, which represents approximately 0.934 CY of cover material for every 1.0 CY of ACM. Therefore 1081 CY would use 1010 CY of cover)	1010 CY
Total EPA ACM: (8425 CY – 1081 CY – 1010 CY = 6334 CY)	6334 CY
Cost per Cubic Yard of ACM:	\$24.00
Gross Total Due to the County for EPA Asbestos Cell ACM: (6,334 CY x \$24.00 per CY = \$152,016.00)	\$152,016.00
EPA Operating Costs for the County's ACM Disposal: (For disposal of ACM from the Plywood Plant Fire)	-\$20,943.76
Adjusted Total Due to the County: (152,016.00 - -20,943.76 = \$131,072.24)	\$131,072.24

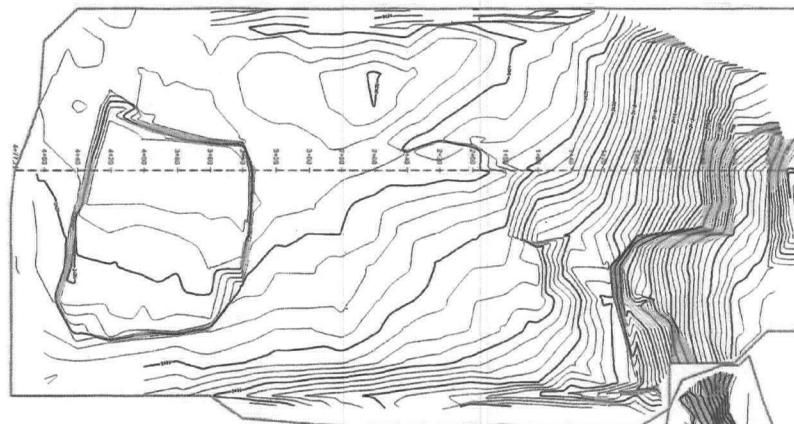
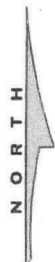
ATTACHMENT C

1. Lincoln County will provide general and routine landfill operational and management services and the necessary space for controlled and monitored disposal of asbestos waste material removed during EPA cleanup activities.
2. EPA and those working on its behalf will conduct waste management activities at the asbestos disposal cell during the Superfund cleanup period. These waste management activities consist of the following tasks:
 - a. Waste disposal including placement, grading, and cover;
 - b. Dust and airborne particulate control;
 - c. Storm water and erosion control;
 - d. Decontamination of EPA's contractor's equipment and personnel;
 - e. Health and safety of EPA's contractor's personnel;
 - f. Sampling and analysis, including air, water, and ground water sampling to coincide with waste management activities, which will cease upon closure of the landfill;
 - g. Maintenance of the gravel road (grading and watering) during EPA landfill operations;
 - h. Final closure at the end of the cleanup period.
3. EPA's waste management activities will be conducted in accordance with the "Environmental Protection Agency Region 8, Libby Asbestos Project, Lincoln County Class IV Asbestos Landfill Operations Plan, February 2008, Revision 2.0." Except in the case of an emergency, both parties will agree to any deviations from, or changes to, the Plan. Lincoln County explicitly grants access to EPA, EPA's contractors, and other government agencies and contractors working on behalf of EPA, to perform the waste management activities described in this MOA.
4. Lincoln County can accept waste from private users and will bill private users directly. This waste will be placed in the designated private user asbestos storage container in the designated location in the Lincoln County Landfill. EPA will dispose of filled containers in the asbestos cell. Lincoln County shall deduct this quantity, as well as cover soil, from the quantity billed as part of the disposal contract, and then subtract the operating costs incurred by the EPA for non-EPA ACM disposal. EPA reserves the right to bill private users for disposal if the disposal occurs as part of a CERCLA cleanup action.
5. EPA is responsible for final closure of the cell(s) utilized for CERCLA response actions as described in the O&M Plan. After final closure of the cell, Lincoln County becomes responsible for implementing necessary actions in the O&M plan or other actions as required by MTDEQ.
6. EPA and Lincoln County envision a need for additional asbestos cell capacity after EPA's cleanup actions are complete. EPA expects this capacity to be a crucial part of the long-term management activities at the Libby Superfund Site. Unless otherwise agreed to by EPA and Lincoln County, a minimum of 10,000 cubic yards of capacity will be left either in an already constructed cell or a new adjacent cell constructed by EPA. Operation of this asbestos cell capacity will be assumed by Lincoln County.
7. In the event the loose cover soil stockpiles are depleted, EPA will be permitted to excavate adjacent areas for the purpose of creating new cover soil stockpiles, at no additional cost to the EPA, or those working on its behalf. Of such newly excavated stockpiles, EPA agrees to leave 1,000 cubic yards of loose cover soil for the County's exclusive use.
8. At the conclusion of EPA operations in Libby, EPA agrees to leave the decontamination pad, misting tent, and fencing in place at the County landfill site, and transfer these items to the County, unless otherwise prohibited by law or operation of the terms of the Federal Acquisition Regulations, dependent upon the decontamination pad, misting tent, and fence remaining in place at the County landfill until the conclusion of EPA operations.

SITE TOPOGRAPHIC MAP
LIBBY LANDFILL REPOSITORY CELL
FOR: CDM/PRI DATE: NOVEMBER, 2010

FOUND:
1/2" DIAMETER REBAR WITH RED
PLASTIC CAP MARKED "JRS CONTROL"

CP1
N 17601106.4540
E 1987785.3380
ELEV 2442.21



REPOSITORY CELL

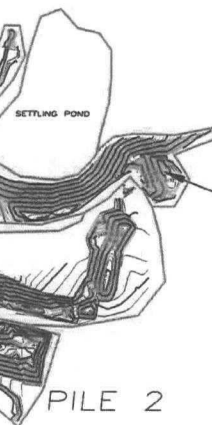


MISTING TENT

FOUND:
SPIKE/MAG NAIL NEAR GATE
ENTRANCE FENCE.

CP2
N 17601034.8060
E 1988780.2750
ELEV 2417.36

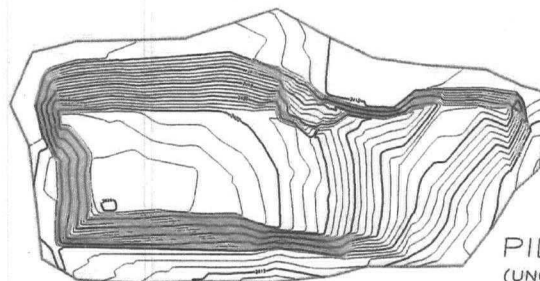
EXCAVATION 1
(NEW)



PILE 2

PILE 1

PILE 3
(UNCHANGED JUNE 2010 TO NOV 2010)

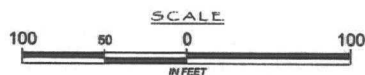


PILE 4
(UNCHANGED JUNE 2010 TO NOV 2010)

VOLUME CALCULATIONS				
BASE SURFACE	COMPARISON SURFACE	CUT	FILL	NET
REPOSITORY JUNE 2010	REPOSITORY NOV 2010	469.69 CU. YD.	2976.88 CU. YD.	2506.99 CU. YD. <FILL>
PILE 1 JUNE 2010	PILE 1 NOV 2010	4.24 CU. YD.	205.61 CU. YD.	201.38 CU. YD. <FILL>
PILE 2 JUNE 2010	PILE 2 NOV 2010	624.22 CU. YD.	161.95 CU. YD.	462.27 CU. YD. <CUT>
PILE 3 JUNE 2010	PILE 3 NOV 2010	1.50 CU. YD.	107.42 CU. YD.	105.92 CU. YD. <FILL>
EXCAVATION 1 JUNE 2010	EXCAVATION 1 NOV 2010	689.43 CU. YD.	746.65 CU. YD.	57.21 CU. YD. <FILL>

- SURVEY NOTES:
- FIELD SURVEY COMMENCED 11/4/2010, COMPLETED 11/5/2010.
 - KSI FIELD CREW: LEVI POWELL & JOSH HILLING.
 - FIELD INSTRUMENT: TRIMBLE R8 GNSS SURVEY GRADE GPS SYSTEM.
 - CONTROL POINT & BASELINE DATA PER JRS SURVEYING; SUPPLIED BY CDM/PRI.
 - REPOSITORY CELL SURVEYED IN 20' GRID INCREMENTS BASED ON THE BASELINE PROVIDED BY CDM/PRI.
 - HORIZONTAL DATUM: LOCAL DATUM BASED ON SUPPLIED COORDINATES BY CDM/PRI.
 - ELEVATION DATUM: 2442.21' @ CP1 PER SUPPLIED DATA.
 - DRAWING & CALCULATIONS PERFORMED USING AUTOCAD CIVIL 3D 2009 SOFTWARE.
 - PREVIOUS KSI SURVEY CONTOURS ON "KSI-CONT.100" & "KSI-CONT.100" LAYERS.
 - "PILE 3" & "PILE 4" AREAS HAD NO APPARENT CHANGES SINCE 6/17/2010 SURVEY.
 - "EXCAVATION 1" & "PILE 5" AREAS ARE NEWLY DELINEATED PER THIS SURVEY.

SITE CONTROL POINT TABLE			
NUMBER	ELEVATION	NORTHING	EASTING
CP1	2442.21'	17601106.454	1987785.338
CP2	2417.36'	17601034.806	1988780.275



LEGEND	
⊙	FOUND CONTROL POINT AS NOTED
—	2' MAJOR CONTOUR INTERVAL
- - -	0.5' MINOR CONTOUR INTERVAL
---	SURVEY BASELINE
---	NAMED SURVEY AREA DELINEATION

KOOTENAI
SURVEYORS, INC.
314 CALIFORNIA AVE. LIBBY, MONTANA 59901-293-4364

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2. Payment of costs related to disposal of EPA ACM under the 5 year commercial item purchase order contract will be calculated based on the surveyed difference in volume (by cubic yards) of space occupied in the landfill. The baseline survey will be the November 2010 topographic map by Kootenai Surveyors, Inc, shown at Attachment B. The EPA's costs will then be calculated in the following three step process: First, the amount of volume occupied by ACM from County authorized sources will be calculated. The County shall report the amount of County authorized ACM to the EPA, based on the volume of non-EPA ACM it authorizes for disposal, multiplied by a 0.79 compaction factor. Next, the amount of qualifying cover material utilized by the County will be determined. The EPA will use its best efforts to coordinate the County's disposal of ACM in the asbestos cell with the EPA's disposals so that EPA incurs no additional costs for daily cover material, management, or otherwise. If the County and EPA disposals cannot be so coordinated, the County will add the amount of cover material associated with its deliveries to its reported volume of County authorized ACM (calculated using a volume ratio of 1.0 : 0.934 which represents 0.934 CY of cover material for every 1.0 CY of compacted ACM). Additionally, if County disposals increase the size of the daily footprint of total disposed ACM, requiring additional cover material, the County will be informed of the amount of additional cover required on a daily basis, and will also add this amount (calculated as described above) to its reported volume. The total amount of County authorized ACM will then be subtracted from the total surveyed volume; Second, the remaining EPA volume will be multiplied by the total volume (in cubic yard) of landfill space occupied by \$27.00 per cubic yard; Third, the operating costs incurred by the EPA from non-EPA disposals will be subtracted whenever EPA and County disposals cannot be coordinated. Materials from non-EPA sources of ACM that are of a *de minimis* amount (defined as no greater than 40 cubic yards per week, based on delivery manifests) will be deducted from the volume/cost calculation. However, the

operating costs associated with disposal of these materials will not be deducted based on deliveries of such *de minimis* amounts of ACM regardless of whether EPA and County disposals were coordinated.

3. The parties agree that the initial capacity of the asbestos cell was approximately 116,000 cubic yards, of which approximately 46,652 cubic yards had been used by the end of 2010, leaving approximately 69,554 cubic yards of available space at the asbestos cell of the County landfill. The County agrees that EPA, and any entities working on its behalf, may utilize up to 50,000 cubic yards of the volume remaining in the asbestos cell, while leaving at least 10,000 cubic yards for the County's use. If the 50,000 cubic yards remain unused by the EPA at the expiration of the 5 year commercial item purchase order contract described in paragraph 4b of this Agreement, such space will revert to the County for its use unless a subsequent, mutually agreeable, commercial item purchase order contract is entered into between the parties.

c. The parties agree to operate the asbestos cell in a cooperative effort, according to the terms of the Original Memorandum of Agreement dated May 29, 2003, as modified and reincorporated into this Agreement at Attachment C. These terms will govern operation of the asbestos cell at the County landfill and disposal of ACM from the EPA removal project

d. The County and the EPA mutually release each other and their respective officers, employees, and attorneys, from any and all debts, losses, damages, costs, expenses, liabilities, claims, lawsuits, proceedings and causes of action, known or unknown, whether direct or indirect that they may have had or may now have against each other arising out of or relating to the dispute settled by this Agreement. The County similarly releases HFS-PRI conditional upon (1) HFS-PRI's delivery of the agreed upon \$131,072.24 payment to the County, on behalf of the EPA, for 2010 disposal costs and (2) HFS-PRI releasing the County as EPA has herein released the County at the time the payment is delivered.

e. Nothing herein shall prohibit the EPA from disposing of ACM at other waste disposal facilities.

f. This Agreement represents the entire agreement between the Parties relating to the dispute and the terms of this Agreement are contractual in nature. This Agreement supersedes any and all prior oral and written agreements and understandings; no representation, warranty, condition, understanding or agreement of any kind shall be relied upon by the Parties unless incorporated herein. This Agreement may not be modified, interpreted, amended, waived, or revoked except by a writing signed by all Parties or their attorneys.

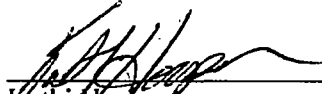
g. The Parties warrant to each other that they have full power and legal authority to compromise and release all claims which have been asserted or could have been asserted under this Agreement. The parties further warrant that they are duly authorized to enter into and execute this Agreement on behalf of the entities on whose behalf they are signing.

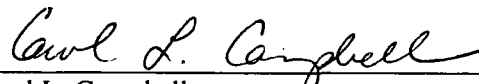
h. This Agreement may be executed in two or more identical original counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. After this Agreement has been executed in counterparts, the signature pages may be

consolidated or added to one copy of the Agreement, which shall thereafter be treated as the fully executed copy of this Agreement.

i. The Parties agree that facsimile or scanned signatures on this Agreement transmitted in an electronic format shall be binding and effective for all purposes and shall be treated the same as original signatures on the original documents.

j. This Agreement shall be governed and construed in accordance with Federal Law.


Kathi Hooper
Director
Lincoln County Environmental Health


Carol L. Campbell
Assistant Regional Administrator
Office of Ecosystems Protection and Remediation

DATE: 6-1-11

DATE: 6/16 / 11

ATTACHMENT A

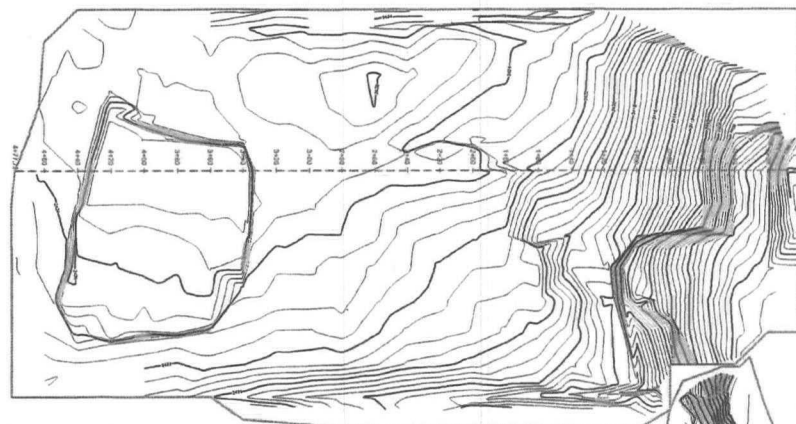
The payment for 2010 will be calculated based on the surveyed difference in volume (in cubic yards) of space occupied in the landfill. The cost will then be calculated by first subtracting the amount of volume occupied by materials from non-EPA sources (such as materials from Lincoln County, Libby City, and Lincoln County Port Authority), along with cover material associated with such deliveries, then multiplying the total volume (in cubic yards) of landfill space occupied by \$24.00 per cubic yard, and then subtracting the operating costs incurred by the EPA from non-EPA disposals. The total amount to be paid by EPA to the County for 2010 is \$131,072.24, as calculated below:

Total 2010 Volume Change by Survey for the Asbestos Cell: (June Survey = 6073 CY; November Survey = 2352 CY)	8425 CY
Cover Material Volume Utilized Prior to the June Survey (loose):	4070 CY
EPA ACM Deposited in Asbestos Cell:	4355 CY
Non-EPA ACM Deposited in Asbestos Cell: (As determined by Waste Shipment Records)	1081 CY
Non-EPA ACM Cover Material: (Based on total volume ACM:cover ratio of 1.0 to 0.934, which represents approximately 0.934 CY of cover material for every 1.0 CY of ACM. Therefore 1081 CY would use 1010 CY of cover)	1010 CY
Total EPA ACM: (8425 CY - 1081 CY - 1010 CY = 6334 CY)	6334 CY
Cost per Cubic Yard of ACM:	\$24.00
Gross Total Due to the County for EPA Asbestos Cell ACM: (6,334 CY x \$24.00 per CY = \$152,016.00)	\$152,016.00
EPA Operating Costs for the County's ACM Disposal: (For disposal of ACM from the Plywood Plant Fire)	-\$20,943.76
Adjusted Total Due to the County: (152,016.00 - 20,943.76 = \$131,072.24)	\$131,072.24

SITE TOPOGRAPHIC MAP
LIBBY LANDFILL REPOSITORY CELL
FOR: CDM/PRI DATE: NOVEMBER, 2010

FOUND:
1/2" DIAMETER REBAR WITH RED
PLASTIC CAP MARKED "JRS CONTROL"

CP1
N 17601106.4540
E 1987785.3380
ELEV 2442.21



REPOSITORY CELL



EXCAVATION 1
(NEW)

FOUND:
SPIKE/MAG NAIL NEAR GATE
ENTRANCE FENCE.

CP2
N 17601034.8060
E 1988780.2750
ELEV 2417.36

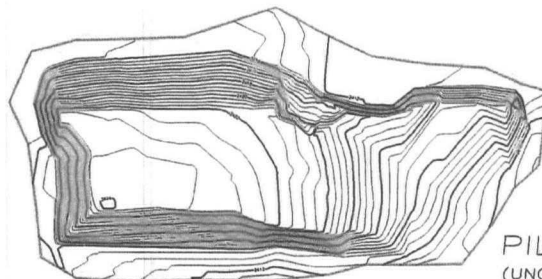
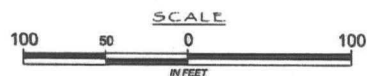


PILE 1

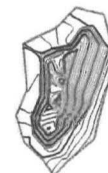
VOLUME CALCULATIONS				
BASE SURFACE	COMPARISON SURFACE	CUT	FILL	NET
REPOSITORY JUNE 2010	REPOSITORY NOV 2010	469.69 CU. YD.	2976.68 CU. YD.	2506.99 CU. YD. <FILL>
PILE 1 JUNE 2010	PILE 1 NOV 2010	4.24 CU. YD.	205.61 CU. YD.	201.38 CU. YD. <FILL>
PILE 2 JUNE 2010	PILE 2 NOV 2010	624.22 CU. YD.	161.95 CU. YD.	462.27 CU. YD. <CUT>
PILE 3 JUNE 2010	PILE 3 NOV 2010	1.50 CU. YD.	107.42 CU. YD.	105.92 CU. YD. <FILL>
EXCAVATION 1 JUNE 2010	EXCAVATION 1 NOV 2010	689.43 CU. YD.	746.65 CU. YD.	57.21 CU. YD. <FILL>

- SURVEY NOTES:
- FIELD SURVEY COMMENCED 11/4/2010, COMPLETED 11/5/2010.
 - KSI FIELD CREW: LEVI POWELL & JOSH HILLING.
 - FIELD INSTRUMENT: TRIMBLE R8 GNSS SURVEY GRADE GPS SYSTEM.
 - CONTROL POINT & BASELINE DATA PER JRS SURVEYING; SUPPLIED BY CDM/PRI.
 - REPOSITORY CELL SURVEYED IN 20' GRID INCREMENTS BASED ON THE BASELINE PROVIDED BY CDM/PRI.
 - HORIZONTAL DATUM: LOCAL DATUM BASED ON SUPPLIED COORDINATES BY CDM/PRI.
 - ELEVATION DATUM: 2442.21' @ CP1 PER SUPPLIED DATA.
 - DRAWING & CALCULATIONS PERFORMED USING AUTOCAD CIVIL 3D 2009 SOFTWARE.
 - PREVIOUS KSI SURVEY CONTOURS ON "KSI-CONT_MNR" & "KSI-CONT_MJR" LAYERS.
 - "PILE 3" & "PILE 4" AREAS HAD NO APPARENT CHANGES SINCE 6/17/2010 SURVEY.
 - "EXCAVATION 1" & "PILE 5" AREAS ARE NEWLY DELINEATED PER THIS SURVEY.

SITE CONTROL POINT TABLE			
NUMBER	ELEVATION	NORTHING	EASTING
CP1	2442.21'	17601106.454	1987785.338
CP2	2417.36'	17601034.806	1988780.275



PILE 4
(UNCHANGED JUNE 2010 TO NOV 2010)



PILE 3
(UNCHANGED JUNE 2010 TO NOV 2010)

LEGEND	
⊙	FOUND CONTROL POINT AS NOTED
—	2' MAJOR CONTOUR INTERVAL
- - -	0.5' MINOR CONTOUR INTERVAL
- - -	SURVEY BASELINE
- - -	NAMED SURVEY AREA DELINEATION

KOOTENAI
SURVEYORS, INC.
314 CALIFORNIA AVE. LIBBY, MONTANA 59901-283-4354

ATTACHMENT C

1. Lincoln County will provide general and routine landfill operational and management services and the necessary space for controlled and monitored disposal of asbestos waste material removed during EPA cleanup activities.
2. EPA and those working on its behalf will conduct waste management activities at the asbestos disposal cell during the Superfund cleanup period. These waste management activities consist of the following tasks:
 - a. Waste disposal including placement, grading, and cover;
 - b. Dust and airborne particulate control;
 - c. Storm water and erosion control;
 - d. Decontamination of EPA's contractor's equipment and personnel;
 - e. Health and safety of EPA's contractor's personnel;
 - f. Sampling and analysis, including air, water, and ground water sampling to coincide with waste management activities, which will cease upon closure of the landfill;
 - g. Maintenance of the gravel road (grading and watering) during EPA landfill operations;
 - h. Final closure at the end of the cleanup period.
3. EPA's waste management activities will be conducted in accordance with the "Environmental Protection Agency Region 8, Libby Asbestos Project, Lincoln County Class IV Asbestos Landfill Operations Plan, February 2008, Revision 2.0." Except in the case of an emergency, both parties will agree to any deviations from, or changes to, the Plan. Lincoln County explicitly grants access to EPA, EPA's contractors, and other government agencies and contractors working on behalf of EPA, to perform the waste management activities described in this MOA.
4. Lincoln County can accept waste from private users and will bill private users directly. This waste will be placed in the designated private user asbestos storage container in the designated location in the Lincoln County Landfill. EPA will dispose of filled containers in the asbestos cell. Lincoln County shall deduct this quantity, as well as cover soil, from the quantity billed as part of the disposal contract, and then subtract the operating costs incurred by the EPA for non-EPA ACM disposal. EPA reserves the right to bill private users for disposal if the disposal occurs as part of a CERCLA cleanup action.
5. EPA is responsible for final closure of the cell(s) utilized for CERCLA response actions as described in the O&M Plan. After final closure of the cell, Lincoln County becomes responsible for implementing necessary actions in the O&M plan or other actions as required by MTDEQ.
6. EPA and Lincoln County envision a need for additional asbestos cell capacity after EPA's cleanup actions are complete. EPA expects this capacity to be a crucial part of the long-term management activities at the Libby Superfund Site. Unless otherwise agreed to by EPA and Lincoln County, a minimum of 10,000 cubic yards of capacity will be left either in an already constructed cell or a new adjacent cell constructed by EPA. Operation of this asbestos cell capacity will be assumed by Lincoln County.
7. In the event the loose cover soil stockpiles are depleted, EPA will be permitted to excavate adjacent areas for the purpose of creating new cover soil stockpiles, at no additional cost to the EPA, or those working on its behalf. Of such newly excavated stockpiles, EPA agrees to leave 1,000 cubic yards of loose cover soil for the County's exclusive use.
8. At the conclusion of EPA operations in Libby, EPA agrees to leave the decontamination pad, misting tent, and fencing in place at the County landfill site, and transfer these items to the County, unless otherwise prohibited by law or operation of the terms of the Federal Acquisition Regulations, dependent upon the decontamination pad, misting tent, and fence remaining in place at the County landfill until the conclusion of EPA operations.